

EXHIBIT D

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MARKOWITZ, HERBOLD,
GLADE & MEHLHAF, P.C.

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

7 COREY K. FORD,

8 Plaintiff,

9 v.

10 GST TELECOMMUNICATIONS, INC., a
11 Canadian corporation; GST TELECOM,
12 INC., a Delaware corporation; PACWEST
13 NETWORK, LLC, an Oregon limited
liability company; JOHN WARTA, an
individual; and STEPHEN IRWIN, an
individual,

14 Defendants.

No. 9902-01746

ANSWER, AFFIRMATIVE
DEFENSES, CROSS-
CLAIMS, AND THIRD-
PARTY CLAIMS OF
DEFENDANTS GST
TELECOMMUNICATIONS,
INC. AND GST TELECOM,
INC.

(Claim Not Subject to
Mandatory Arbitration)

15 GST TELECOMMUNICATIONS, INC., a
16 Canadian corporation, and GST
17 TELECOM, INC., a Delaware
corporation,

18 Cross-Claimants
And Third Party Plaintiffs,

19 v.

20 JOHN WARTA, an individual; STEPHEN
21 IRWIN, an individual; PACWEST
22 NETWORK, LLC, an Oregon limited
liability company; PACWEST
23 NETWORK, INC., a Washington
corporation; PCS PLUS HOLDINGS
CORPORATION, a Delaware
corporation; PCS PLUS PACIFIC, INC.,
24 a Delaware corporation, and CLIFFORD
25 SANDER, an individual,

26 Cross-Claim and Third-
Party Defendants.

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OF DEFENDANTS GST TELECOMMUNICATIONS, INC.

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1 Defendants, Cross-Claimants, and Third-Party Plaintiffs GST
2 Telecommunications, Inc. and GST Telecom, Inc. (collectively, "GST") for
3 their Answer to the Complaint of Plaintiff Corey K. Ford, admit, deny and
4 allege as follows:

5 1.

6 Answering Paragraph 1, GST is without sufficient information or
7 knowledge to form a belief as to the truth of the allegations contained in
8 Paragraph 1 of the Complaint, and on that basis, denies each and every
9 allegation contained therein.

10 2.

11 Answering paragraph 2, GST admits the allegations of Paragraph
12 2 of the Complaint.

13 3.

14 Answering Paragraph 3, GST is without sufficient information or
15 knowledge to form a belief as to the truth of the allegations contained in
16 Paragraph 3 of the Complaint, and on that basis, denies each and every
17 allegation contained therein.

18 4.

19 Answering Paragraph 4, GST admits the allegations of Paragraph
20 4 of the Complaint.

21 5.

22 Answering Paragraph 5, GST admits the allegations of Paragraph
23 5 of the Complaint.

24 6.

25 Answering Paragraph 6, GST admits the allegations of Paragraph
26 6 of the Complaint.

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12.

Answering Paragraph 12, GST denies having projected any value for the stock option package “Firm Option” referenced in Paragraph 12. GST also denies that the Agreement contained a provision specifying payment of liquidated damages in the amount of \$450,000 to Plaintiff in the event of premature termination of the Agreement. With respect to the terms of the Agreement, GST refers the court to the Agreement itself and denies any characterization thereof. GST is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations of Paragraph 12, and on that basis, denies each and every remaining allegation contained therein.

13.

13 Answering Paragraph 13, GST denies that it owed any duty to
14 Plaintiff or that it dealt with Plaintiff unfairly. GST is without sufficient
15 information or knowledge to form a belief as to the truth of the remaining
16 allegations of Paragraph 13, and on that basis, denies each and every
17 remaining allegation contained therein.

14.

Answering Paragraph 14, GST admits that it advanced approximately \$14.5 million to Magnacom Wireless LLC, now known as PCS Plus (hereinafter “PCS Plus”), and received a contract for prepaid services in consideration for such advances. GST further admits that certain of its personnel and resources were advanced to PCS Plus, and that PCS Plus subleased office space in Vancouver, Washington from GST. At all times relevant to Plaintiff’s allegations, GST believed that it was receiving or would receive full and fair consideration for such advances of personnel and

1 **FOR A SEVENTH AFFIRMATIVE DEFENSE**, GST alleges as
2 follows:

3 56.

4 (Failure to State a Claim)

5 Ford's claims are barred, in whole or in part, because he has
6 failed to state a claim under Oregon or Washington law.

7

8 **FOR AN EIGHTH AFFIRMATIVE DEFENSE**, GST alleges as
9 follows:

10 57.

11 (Illegality)

12 Ford's claims are barred in whole or part because, if the
13 Agreement is interpreted in the manner urged by Ford, such Agreement must
14 be deemed illegal and unenforceable.

15

16 **FOR A FURTHER ANSWER, AND AS CROSS-CLAIMS AND
17 THIRD-PARTY CLAIMS**, GST alleges as follows:

18 INTRODUCTION

19 58.

20 Through this action, Plaintiff seeks to hold GST, among others,
21 responsible for his frustrated expectations concerning his employment.
22 Plaintiff's claimed entitlements arise from the employment agreement he
23 executed with PCS Plus and PCS Holdings. The agreement was executed by
24 Warta on behalf of both PCS Plus and PCS Holdings. Warta owns and
25 controls each of these companies. Plaintiff alleges that Warta and Irwin, a
26 PCS Plus officer and legal counsel to PCS Plus, each offered promises and

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1 assurances to Plaintiff to induce him enter into the employment agreement.
 2 Thus, it is not surprising that Plaintiff named Warta, a company entirely
 3 owned by Warta, and Irwin as defendants in the present litigation. GST's
 4 connection to Plaintiff's situation is considerably less clear.

5 59.

6 GST is *not* a party to Plaintiff's employment agreement with PCS
 7 Plus and PCS Holdings, and has no relationship with Plaintiff. GST did not
 8 authorize Warta, Irwin, or any other GST officer or director to assume any of
 9 PCS Plus' obligations or to guarantee PCS Plus' performance in any way. If
 10 Warta, Irwin or others made any verbal representations to Plaintiff
 11 concerning GST, they did so because of their personal interests in PCS Plus
 12 and Warta's other alter-ego companies, and not for the benefit of or at the
 13 direction of GST. GST has received no benefit from Plaintiff's services or
 14 any of the conduct alleged in the Complaint. Indeed, GST has little or no
 15 knowledge concerning many of Plaintiff's allegations concerning his
 16 employment, and should not be made to satisfy the alleged obligations of the
 17 company that received the benefit of Plaintiff's services.

18 **JURISDICTION AND VENUE**

19 60.

20 This court has jurisdiction over each of the cross-claims and
 21 third-party claims alleged herein pursuant to ORCP 4. Multnomah County is
 22 the proper venue for this action because Defendant Pacwest Network, LLC
 23 has its registered agent here and because the cross-claims and third-party
 24 claims alleged herein arise from the same events alleged in the Complaint.
 25 ORS 14.080.

1 THE PARTIES
23 61.
45 Cross-Claimants and Third-Party Plaintiffs GST
6

7 Telecommunications, Inc. is a Canadian Corporation with its principal place
8 of business in Vancouver, Washington. GST is a leading facilities-based
9 provider of advanced telecommunications products and services. The
10 common stock of GST is traded on the NASDAQ. The Company currently
11 operates telecommunications networks in 42 cities and has 2 additional
12 networks under development. The Company has built fiber and switching
13 infrastructures in selected cities in the western United States and is pursuing
14 a strategy of linking the markets it serves via advanced long haul fiber optic
15 networks. GST's integrated communications product and service offerings
16 include Plain Old Telephone Service (POTS), analog trunk, private line, long
17 distance, data (frame relay and ATM), paging, Centrex, and Custom Local
18 Signaling Services (CLASS) such as call forwarding, caller I.D., voice mail,
19 and automatic call back. GST also offers a full complement of Internet
20 services, including dial-up, dedicated access, Electronic Data Interchange
21 (EDI), and Web services. GST has no business operations in Canada.

22 62.
2324 Cross-Claimants and Third-Party Plaintiffs GST Telecom, Inc.
25

26 ("Telecom") is a Delaware Corporation with its principal place of business in
Vancouver, Washington. Telecom is a wholly-owned subsidiary of GST.

27 63.
28

29 Cross-Defendant John Warta ("Warta") is a resident of Clark
30 County, Washington, and is, or was during the course of events described
31 below, owner of Pacwest Network, Inc. and Pacwest Network, LLC

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33 OF DEFENDANTS GST TELECOMMUNICATIONS, INC.

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1 (collectively "Pacwest"); owner, both directly and through Pacwest, of PCS
 2 Plus Holdings Corporation ("PCS Holdings"); owner, through PCS Holdings,
 3 of PCS Plus; owner of Guam Net, Inc., now known as PCS Plus Pacific, Inc.
 4 (hereinafter "PCS Pacific"); President and Chief Executive Officer of GST;
 5 Chairman of the GST Board of Directors; a member of the GST Executive
 6 Committee; and a member of the Telecom Board of Directors.

7 64.

8 Cross-Defendant Stephen Irwin ("Irwin") is a resident of New
 9 Jersey, and is, or was during the course of events described below, a Vice-
 10 President of GST; a Director of GST; Vice-Chairman of the GST Board of
 11 Directors; a member of the Telecom Board of Directors; a member of the GST
 12 Executive Committee; a member of the GST Finance Committee; Secretary of
 13 GST; Vice President of Holdings; and an officer of PCS Plus; and counsel to
 14 GST, PCS Plus and PCS Holdings.

15 65.

16 Cross-Defendant PCS Holdings is a Delaware corporation with its
 17 principal place of business in Vancouver, Washington. PCS Holdings is a
 18 parent company to PCS Plus and its subsidiaries, including PCS Pacific, and
 19 is owned and controlled by Warta.

20 66.

21 Cross-Defendant Pacwest Network, LLC is an Oregon Limited
 22 Liability Company with its principal place of business in Vancouver,
 23 Washington. Pacwest Network, LLC is owned and controlled by Warta and
 24 maintains a registered agent in Portland, Multnomah County, Oregon.

25 67.

26 Third-Party Defendant Pacwest Network, Inc. is a Washington

1 corporation with its principal place of business in Vancouver, Washington.
2 Pacwest Network, Inc. is owned and controlled by Warta.

3 68.

4 Third-Party Defendant Clifford Sander is a resident of Clark
5 County, Washington and is, or was during the course of events described
6 below, Treasurer, Chief Accounting Officer and Senior Vice-President of
7 GST.

8 69.

9 Third-Party Defendant PCS Pacific is a Delaware corporation
10 with its principal place of business in Vancouver, Washington. PCS Pacific
11 is indirectly owned and controlled by Warta.

12
13 **THE FACTS**

14 70.

15 GST's alleged involvement in or responsibility for the events
16 described in the Complaint principally relates to the conduct of Warta, Irwin,
17 and Sander. Plaintiff alleges that Warta, Irwin, and Sander represented to
18 Plaintiff that PCS Plus was a front for GST, and that GST would stand behind
19 PCS Plus with respect to its obligations to Plaintiff. Plaintiff further alleges
20 that GST allocated personnel and resources for the benefit of PCS Plus. In
21 truth, GST intended from the beginning to maintain an arms-length
22 relationship with PCS Plus, and certainly would not and did not assume any
23 responsibility for PCS Plus' support or obligations to its employees or other
24 parties.

25 71.

26 If Warta, Irwin, and Sander did make the alleged promises or

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1 representations to Plaintiff, they exceeded their actual and apparent authority
2 as GST officers and directors in doing so, and no reasonable person would
3 believe that Warta, Irwin, or Sander had the authority to bind GST to such an
4 onerous unilateral obligation through mere oral assurances to a third party.
5 GST is not a party to the Agreement; thus, GST's alleged obligations are
6 claimed to result from oral statements alone, and not from any document
7 executed on GST's behalf by Warta, Irwin, Sander, or any other GST officer
8 or director. Moreover, GST had neither actual nor constructive notice of any
9 such promises or representations and derived no benefit from Plaintiff's
10 services.

72.

12 Similarly, if Warta, Irwin, and Sander improperly diverted GST's
13 resources for the use of PCS Plus, they exceeded their authority in doing so,
14 and GST has not waived its right to seek reimbursement for such resources
15 from PCS Plus. GST intended and believed, at all times relevant to Plaintiff's
16 allegations, that GST received or would receive fair consideration for any
17 GST personnel or resources that were used for PCS Plus. Any GST personnel
18 and resources that were used for PCS Plus without consideration for GST
19 were diverted without GST's authorization or knowledge, and were diverted
20 dishonestly and in bad faith by Warta, Irwin and Sander solely for their own
21 benefit, and for the benefit of and on behalf of PCS Plus, Pacwest, PCS
22 Holdings, and PCS Pacific.

73.

24 GST had no knowledge of or control over the actions of Warta,
25 Irwin, and Sander with respect to PCS Plus during any period relevant to this
26 litigation. Although GST has no knowledge of the matters alleged by

1 Plaintiff with respect to his employment, GST has been injured by the self-
 2 serving ultra vires actions and conflicts of interest of Warta, Irwin and
 3 Sander concerning PCS Plus. At the time that Plaintiff filed the Complaint,
 4 GST already had claims relating to Magnacom (PCS Plus) pending against
 5 Warta and Irwin in King County, Washington, and against Sander in Clark
 6 County, Washington. GST has not authorized, endorsed, or adopted the
 7 actions of Warta, Irwin and Sander concerning PCS Plus in any way, and is
 8 vigorously pursuing claims against these individuals for their unauthorized
 9 and undisclosed conduct in contravention of GST's interests. Pacwest, PCS
 10 Holdings, PCS Pacific, and PCS Plus are each alter egos of Warta, and each
 11 of these entities, along with Warta, Irwin and Sander, have been unjustly
 12 enriched by such unauthorized and undisclosed conduct. Thus, Plaintiff's
 13 allegations that GST is an alter ego of PCS Plus and PCS Holdings, and that
 14 GST is responsible for any alleged representations or promises made by
 15 Warta, Irwin or Sander with respect to PCS Plus, have no basis.

16

17 **FIRST CROSS/THIRD-PARTY CLAIM**

18 (Indemnity)

19 (Against all Cross-Claim and Third-Party Defendants)

20 74.

21 GST incorporates the allegations set forth in paragraphs 1
 22 through 74 above.

23 75.

24 GST did not authorize, condone, adopt, or have knowledge of any
 25 of the promises and representations alleged in the Complaint to have been
 26 made on GST's behalf or for GST's benefit. GST did not authorize, condone,

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1 adopt, or have knowledge of any diversion of GST's resources without
 2 consideration for the benefit of PCS Plus as alleged in the Complaint.

3 76.

4 If Warta, Irwin or Sander made any of the promises or
 5 representations alleged in the Complaint, or caused the diversion of GST's
 6 resources without consideration for the benefit of PCS Plus, they exceeded
 7 the scope of their actual and apparent authority and acted dishonestly and in
 8 bad faith in doing so. Moreover, their actions violated fiduciary duties owed
 9 to GST, and they engaged in these actions solely for their own benefit, and
 10 for the benefit of and on behalf of PCS Plus, Pacwest, PCS Holdings, and
 11 PCS Pacific, and these entities were unjustly enriched thereby.

12 77.

13 If Plaintiff's alleged damages are proven at trial, Warta, Irwin
 14 and Sander shall have directly and proximately caused Plaintiff's damages for
 15 their own benefit, and for the benefit of and on behalf of PCS Plus, Pacwest,
 16 PCS Holdings, and PCS Pacific.

17 78.

18 If GST is held responsible for Plaintiff's alleged damages
 19 through this action, GST will be damaged thereby, and such damage will have
 20 been directly and proximately caused by Warta, Irwin and Sander for their
 21 own benefit, and for the benefit of and on behalf of PCS Plus, Pacwest, PCS
 22 Holdings, and PCS Pacific, each of which is an alter ego of Warta. Such
 23 imputed or vicarious liability for the unauthorized ultra vires conduct of
 24 Warta, Irwin and Sander in violation of their fiduciary duties to GST would
 25 be inherently inequitable. Thus, GST will be entitled to full indemnity from
 26 Warta, Irwin, Sander, Pacwest, PCS Holdings, and PCS Pacific for any

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1 judgment against GST.

2 WHEREFORE, GST prays for relief as hereinafter set forth.

3

4 **SECOND CROSS/THIRD-PARTY CLAIM**

5 (Implied Equitable Indemnity)

6 (Against all Cross-Claim and Third-Party Defendants)

7 79.

8 GST incorporates the allegations set forth in paragraphs 1
9 through 78 above.

10 80.

11 As set forth above, if GST is held responsible for Plaintiff's
12 alleged damages through this action, GST will be damaged thereby, and such
13 damage will have been directly and proximately caused by Warta, Irwin and
14 Sander, through their bad faith and dishonest conduct, for their own benefit,
15 and for the benefit of and on behalf of PCS Plus, Pacwest, PCS Holdings, and
16 PCS Pacific, and these entities will have been unjustly enriched thereby.
17 Such imputed or vicarious liability for the unauthorized ultra vires conduct of
18 Warta, Irwin and Sander in violation of their fiduciary duties to GST would
19 be inherently inequitable, especially when PCS Plus, Pacwest, PCS Holdings,
20 and PCS Pacific, who each benefited from such conduct, are alter-egos of
21 Warta. Thus, GST will be entitled to full equitable indemnity from Warta,
22 Irwin, Sander, Pacwest, PCS Holdings, and PCS Pacific for any judgment
23 against GST.

24 WHEREFORE, GST prays for relief as hereinafter set forth.

25
26

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1 **THIRD CROSS/THIRD-PARTY CLAIM**

2 (Contribution)

3 (Against all Cross-Claim and Third-Party Defendants)

4 81.

5 GST incorporates the allegations set forth in paragraphs 1
6 through 80 above.

7 82.

8 As set forth above, if Plaintiff's alleged damages are proven at
9 trial, Warta, Irwin and Sander, through their bad faith and dishonest conduct,
10 shall have directly and proximately caused Plaintiff's damages for their own
11 benefit, and for the benefit of and on behalf of PCS Plus, Pacwest, PCS
12 Holdings, and PCS Pacific.

13 83.

14 GST has not caused and is not responsible for Plaintiff's alleged
15 damages. Thus, if GST is held responsible for Plaintiff's alleged damages
16 through this action, GST will be entitled to complete contribution for any
17 judgment against GST from Warta, Irwin, Sander, Pacwest, PCS Holdings,
18 and PCS Pacific, and under no circumstances will GST be entitled to less than
19 pro rata contribution from each of the Cross-Claim and Third-Party
20 Defendants.

21 WHEREFORE, GST prays for relief as hereinafter set forth.

22 ///
23 ///
24 ///
25 ///
26 ///

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1 **FOURTH CROSS/THIRD-PARTY CLAIM**

2 (Equitable Apportionment)

3 (Against all Cross-Claim and Third-Party Defendants)

4 84.

5 GST incorporates the allegations set forth in paragraphs 1
6 through 84 above.

7 85.

8 As set forth above, if Plaintiff's alleged damages are proven at
9 trial, Warta, Irwin and Sander shall have directly and proximately caused
10 Plaintiff's damages for their own benefit, and for the benefit of and on behalf
11 of PCS Plus, Pacwest, PCS Holdings, and PCS Pacific, and each of these
12 entities shall have been unjustly enriched thereby.

13 86.

14 GST has not caused and is not responsible for Plaintiff's alleged
15 damages. Thus, if GST is held responsible for Plaintiff's alleged damages
16 through this action, GST will be entitled to equitable apportionment of any
17 judgment against GST, such that the entire obligation for any such judgment
18 shall be apportioned to Warta, Irwin, Sander, Pacwest, PCS Holdings, and
19 PCS Pacific.

20 WHEREFORE, GST prays for relief as hereinafter set forth.

22 **FIFTH CROSS/THIRD-PARTY CLAIM**

23 (Breach of Fiduciary Duty of Loyalty)

24 (Against Warta, Irwin and Sander)

25 87.

26 GST incorporates the allegations set forth in paragraphs 1

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1 through 86 above.

2 88.

3 Warta, Irwin and Sander, as GST officers and directors, each
 4 owed a duty of loyalty to GST. Pursuant to that duty of loyalty, Warta, Irwin
 5 and Sander were bound to avoid engaging in any acts or omissions
 6 inconsistent with GST's best interests, or from serving the interests of
 7 another entity at GST's expense.

8 89.

9 GST did not authorize, condone, adopt, or have knowledge of any
 10 of the promises and representations alleged in the Complaint to have been
 11 made on GST's behalf or for GST's benefit. GST did not authorize, condone,
 12 adopt, or have knowledge of any diversion of GST's resources without
 13 consideration for the benefit of PCS Plus as alleged in the Complaint.

14 90.

15 If Warta, Irwin or Sander made any of the promises or
 16 representations alleged in the Complaint, or caused the diversion of GST's
 17 resources without consideration for the use of PCS Plus, they acted
 18 dishonestly and in bad faith and for their own financial advantage based on
 19 their personal interest in the Warta entities. In doing so, they violated their
 20 fiduciary duties to GST. Any such activity was directly contrary to GST's
 21 best interests, and served the interests of other entities at GST's expense, in
 22 violation of the duty of loyalty.

23 91.

24 If GST is held responsible for Plaintiff's alleged damages
 25 through this action, GST will be damaged thereby, and such damage will have
 26 been directly and proximately caused by breaches of the fiduciary duty of

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1 loyalty by Warta, Irwin and Sander for their own benefit, and for the benefit
 2 of PCS Plus, Pacwest, PCS Holdings, and PCS Pacific. Thus, GST will be
 3 entitled to recover its damages from Warta, Irwin, and Sander.

4

5 **SIXTH CROSS/THIRD-PARTY CLAIM**

6 (Breach of Fiduciary Duty of Care)

7 (Against Warta, Irwin and Sander)

8 92.

9 GST incorporates the allegations set forth in paragraphs 1
 10 through 91 above.

11 93.

12 Warta, Irwin and Sander, as GST officers and directors, each
 13 owed a duty of care to GST. Pursuant to that duty of care, Warta, Irwin and
 14 Sander were bound to exercise due care in conducting GST or other business
 15 in order to serve and protect GST's best interests.

16 94.

17 GST did not authorize, condone, adopt, or have knowledge of any
 18 of the promises and representations alleged in the Complaint to have been
 19 made on GST's behalf or for GST's benefit. GST did not authorize, condone,
 20 adopt, or have knowledge of any diversion of GST's resources without
 21 consideration for the benefit of PCS Plus as alleged in the Complaint.

22 95.

23 If Warta, Irwin or Sander made any of the promises or
 24 representations alleged in the Complaint, or caused the diversion of GST's
 25 resources without consideration for the use of PCS Plus, they acted
 26 dishonestly and in bad faith and failed to exercise due care to avoid injury to

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1 GST and to serve and protects its interests. Any such activity was directly
 2 contrary to GST's best interests, and served the interests of other entities at
 3 GST's expense, in violation of the duty of care.

4 96.

5 If GST is held responsible for Plaintiff's alleged damages
 6 through this action, GST will be damaged thereby, and such damage will have
 7 been directly and proximately caused by breaches of the fiduciary duty of
 8 care by Warta, Irwin and Sander for their own benefit, and for the benefit of
 9 PCS Plus, Pacwest, PCS Holdings, and PCS Pacific. Thus, GST will be
 10 entitled to recover its damages from Warta, Irwin, and Sander.

11

12 SEVENTH CROSS/THIRD-PARTY CLAIM

13 (Declaratory Relief)

14 (Against all Cross-Claim and Third-Party Defendants)

15 97.

16 GST incorporates the allegations set forth in paragraphs 1
 17 through 96 above.

18 98.

19 As set forth above, if Warta, Irwin or Sander made any of the
 20 promises or representations alleged in the Complaint, or caused the diversion
 21 of GST's resources without consideration for the benefit of PCS Plus, they
 22 exceeded the scope of their actual and apparent authority and acted
 23 dishonestly and in bad faith in doing so. Moreover, their actions violated
 24 fiduciary duties owed to GST, and they engaged in these actions solely for
 25 their own benefit, and for the benefit of and on behalf of PCS Plus, Pacwest,
 26 PCS Holdings, and PCS Pacific. Thus, GST is entitled to a declaration that

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1 GST is in no way responsible for the conduct of Warta, Irwin or Sander,
2 either on their own behalf or on behalf of PCS Plus, Pacwest, PCS Holdings,
3 or PCS Pacific, relating to PCS Plus.

4 99.

5 WHEREFORE, GST is entitled to relief as follows:

6 a. For indemnity, contribution or apportionment such that

7 Cross-Defendants and Third-Party Defendants shall satisfy any judgment for
8 Plaintiff against GST in its entirety;

9 b. For GST's costs of suit, including reasonable attorneys'
10 fees;

11 c. For further relief in the form of a declaration that GST is in
12 no way responsible for the conduct of Warta, Irwin or Sander, either on their
13 own behalf or on behalf of PCS Plus, Pacwest or PCS Holdings, relating to
14 PCS Plus; and

15 d. Granting GST such other and further relief as the Court
16 may deem just and proper.

17 DATED this 12th day of April, 1999.

18 BULLIVANT HOUSER BAILEY
19 A Professional Corporation

20 By R. G. Matson
21 Richard G. Matson, OSB #89302

22 BULLIVANT, HOUSER, BAILEY
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OF DEFENDANTS GST TELECOMMUNICATIONS, INC.

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EXHIBIT D
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11 TELECOM, INC.

12 Trial Attorney: Richard G. Matson,
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1 CERTIFICATE OF SERVICE

2 I certify that, on the date indicated below, I caused a true copy of
3 the ANSWER, AFFIRMATIVE DEFENSES, CROSS-CLAIMS, AND THIRD-
4 PARTY CLAIMS OF DEFENDANTS GST TELECOMMUNICATIONS, INC.
5 AND GST TELECOM, INC., to be served by facsimile transmission and by
6 regular, first-class mail delivery, to:

7
8 Dennis P. Rawlinson
9 Miller, Nash, Wiener, Hager & Carlson, LLP
Suite 3500
10 111 S.W. Fifth Avenue
Portland, OR 97204
(503) 224-5858
11 FAX: (503) 224-0155

12 Peter H. Glade
13 Markowitz, Herbold, Glade & Mehlhaf, P.C.
Suite 3000 Pacwest Center
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15 FAX: (503) 323-9105

16 DATED this 12th day of April, 1999.

17
18 
19

20 Richard G. Matson, WSB #19641
21 Of Attorneys for Defendants, Cross-
22 Claimants and Third-Party Plaintiffs,
23 GST TELECOMMUNICATIONS, INC.
and GST TELECOM, INC.

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